

141311



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Goldco International, Ltd.

File: B-248059

Date: July 29, 1992

John W. Kim for the protester.

Jimmy Trichel for Bristol Services, Inc., an interested party.

John R. McCaw, Esq., Department of Transportation, for the agency.

Robert C. Arsenoff, Esq., and John Brosnan, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Where bids were to be evaluated on the basis of a 1-year performance period and 4 option years, bid including a price for a fifth option year properly could be accepted for the period specified in the solicitation.

DECISION

Goldco International, Ltd. protests the proposed award of a contract to Bristol Services, Inc. under invitation for bids (IFB) No. DTFAl1-92-R-00160, issued by the Federal Aviation Administration (FAA) for mail, supply and warehousing services at its offices in Renton, Washington. The protester contends that it submitted the low responsive bid and that it is, therefore, entitled to the award.

We deny the protest.

The IFB, which was issued on February 2, 1992, included a method of award clause which stated that base and option period prices would be evaluated. Section E of the original solicitation contained a 6-page bid schedule with the first page providing spaces for bidders to price a 6-month base period and the remaining five pages each representing one of five 1-year option periods--for a contract with a maximum duration of 5-1/2 years. Page six of the bid schedule, in addition to providing spaces for the fifth option year, included a space for a "GRAND TOTAL PRICE--BASE PERIOD AND ALL OPTIONS." Another clause in the IFB limited the maximum length of the contract to 5 years. This discrepancy was cured on February 12, by amendment No. 0001, which deleted the original 6-page bid schedule and substituted a 5-page

revised schedule covering a 6-month base period and four 1-year options; the final page of the revised schedule also included a space in which bidders were to insert a "GRAND TOTAL," covering the revised maximum contract duration of 4-1/2 years.

Thirty-seven bids were received by the March 9 opening date. Goldco's bid had a "GRAND TOTAL" for the base period and the four option periods of \$1,083,594.30. Bristol's bid, on the revised schedule pages, had a "GRAND TOTAL" for the same 4-1/2-year period of \$1,069,829.47. (For the base period and each of the four options, Bristol's bid was lower than Goldco's.) Bristol's bid, however, also contained the original sixth schedule page on which there appeared a price for a fifth option year and a 5-1/2 year "GRAND TOTAL PRICE" of \$1,263,521.70. At bid opening, the contracting officer apparently compared Goldco's 4-1/2 year price to Bristol's 5-1/2-year "GRAND TOTAL PRICE" and informed the protester that it had submitted the apparent low bid.

When Bristol was informed by the agency that its bid was not low, it protested, contending that its bid should be evaluated on only the base period and four option periods that are to be included in the contract. Subsequently, FAA decided to disregard the additional page contained in Bristol's bid and proposed to make award to that firm on the basis of its "GRAND TOTAL" for 4-1/2 years. Goldco protested to this Office, essentially questioning the propriety of FAA's decision not to evaluate the fifth option year price which Bristol had submitted with its bid.

Generally, a bidder cannot vary the performance period or periods specified in a solicitation. Thus, bid rejection is appropriate where a bid can be read as an offer to perform for a 12-month period for a specific price when an amended IFB provides for only an 11-month period, see Delora Haidle, B-194154, Apr. 6, 1979, 79-1 CPD ¶ 243, and where the bid does not contain option-period pricing when such is effectively required by the IFB. See 46 Comp. Gen. 434 (1966) and 51 Comp. Gen. 528 (1972).

Here, the Bristol bid's inclusion of prices for a fifth option year cannot be viewed as an offer to perform only for a longer period than that provided for in the IFB, since in federal government contracting a contract option creates a unilateral right in the government to extend the term of the contract; it gives no right to the bidder to have the option exercised. Moreover, it did not deprive the government of any required performance period; if read as an intended part of the bid, it merely gave the government the right to further extend the contract, a right the government was not interested in under the terms of the IFB.

Accordingly, and since the agency could evaluate the Bristol bid on the same basis as it did the other bids--for the time period covered by the amended solicitation--the inclusion of the extra schedule page was a minor informality that could be, and was, properly waived. See Community Metal Prods. Corp., B-229628, Jan. 15, 1988, 88-1 CPD ¶ 41.

The protest is denied.



James F. Hinchman
General Counsel